

EXHIBIT 3

IN THE DISTRICT COURT OF TULSA COUNTY
STATE OF OKLAHOMA

DISTRICT COURT
FILED

JUN 21 2017

DON NEWBERRY, Court Clerk
STATE OF OKLA. TULSA COUNTY

CASSANDRA KUNZE and)
ELLEN KUNZE, ...Plaintiffs)
v.)
STATE FARM FIRE AND CASUALTY)
COMPANY, ...Defendant.)

Case No.

CJ - 2017 - 02473

PETITION

Caroline E. Wall

COME now the Plaintiffs, Cassandra Kunze and Ellen Kunze (hereinafter sometimes referred to collectively as "Kunze") and for their cause of action against the Defendant, State Farm Fire and Casualty Company (hereinafter referred to as "State Farm"), alleges and states as follows:

1. Plaintiffs Kunze are residents of Tulsa County, State of Oklahoma, and this action arises out of a contract of insurance and damages to the homestead of Kunze which occurred in Tulsa County, Oklahoma.

2. The Defendant State Farm is an insurance company and foreign corporation, registered with the State of Oklahoma and doing business in Tulsa County, Oklahoma. The Plaintiffs Kunze have an insurance policy with Defendant State Farm under policy number 36BYX7583.

3. The Plaintiffs Kunze allege damages in excess of \$10,000.00 but under \$75,000.00, exclusive of costs and interest. This cause of action arose in Tulsa County, Oklahoma and, therefore, the District Court of Tulsa County has jurisdiction and venue over the parties and subject matter of this case.

4. That on or about September 3, 2016, Plaintiffs' home at 1912 West Delmar Street, Broken Arrow, Tulsa County, Oklahoma, was damaged extensively both inside and outside of

the house by an earthquake which resulted in chimney separation from the house, huge cracks, separation from floors and walls, and damage to a gate in the total amount of between \$48,000.00- \$52,000.00.

5. That at all times pertinent hereto, the aforesaid home was insured by the Defendant State Farm, and was located in Tulsa County, Oklahoma. Therefore, the jurisdiction and venue of the instant cause of action is in Tulsa County, State of Oklahoma.

6. That Plaintiffs Kunze have made demand upon Defendant State Farm for payment on the aforesaid insurance policy of the damages incurred on September 3, 2016, to the aforesaid home, but Defendant State Farm has failed to pay said damages pursuant to the aforesaid insurance policy.

7. That Plaintiffs Kunze have been damaged in the sum of \$52,000.00 as the result of the earthquake damage to the aforesaid home on or about September 3, 2016.

8. Further, Plaintiffs Kunze have been forced to obtain the services of an attorney in order to prosecute this action, as well as suffering additional consequential damages which are continuing to present.

9. Defendant State Farm by its failure to pay the aforesaid damages suffered by Plaintiffs Kunze to the aforesaid home, has breached its contract of insurance and should be ordered to pay damages for said breach to Plaintiffs Kunze.

WHEREFORE, premises considered, Plaintiffs Kunze demand a jury trial, judgment for \$52,000.00, any additional consequential damages resulting from the aforesaid actual damages resulting from the aforesaid earthquake, pre-trial and post-trial interest, their costs and reasonable attorney fees incurred herein, and such other and further relief as the Court deems equitable and just.

Cassandra Kunze and Ellen Kunze,
Plaintiffs

James C. Linger, OBA#5441
Counsel for Plaintiffs

A handwritten signature in black ink, appearing to read "James C. Linger", is written over the printed name and address.

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